

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719



POLICY NUMBER

522 043637 4

DATE ISSUED JUNE 15, 1983		RENEWAL OR REPLACEMENT OF N/A
Item	NAMED INSURED & ADDRESS	
1.	MONSANTO COMPANY 800 NORTH LINDBERGH BOULEVARD ST. LOUIS, MISSOURI 63166	
2.	POLICY PERIOD: POLICY COVERS FROM <u>APRIL 1, 1983</u> TO <u>APRIL 1, 1984</u> 12:01 a.m. Standard Time at the Named Insured's address stated above.	
3.	COVERAGE IS PROVIDED BY COMPANY CHECKED <input type="checkbox"/> UNITED STATES FIRE INSURANCE COMPANY <input type="checkbox"/> THE NORTH RIVER INSURANCE COMPANY <input type="checkbox"/> WESTCHESTER FIRE INSURANCE COMPANY <input checked="" type="checkbox"/> INTERNATIONAL INSURANCE COMPANY	<div style="border: 1px solid black; padding: 5px; text-align: center;"> THOMAS E. SEARS, INC. INSURANCE - REINSURANCE JOHN HANCOCK TOWER 200 CLARENSON STREET BOSTON, MASS. 02116 </div>
4.	PREMIUM IS PAYABLE \$ <u>5,000.</u> in advance adjustable at a rate of <u>N/A</u> per <u>N/A</u> annual exposure estimated at: <u>N/A</u> \$ <u>5,000.</u> annual minimum premium	
5.	UNDERLYING INSURANCE: \$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE UMBRELLA LIABILITY INSURANCE AS PER LONDON COVER NOTE #SD8019 (C)/UQA 0065 AND SCHEDULE ON FILE WITH THE COMPANY.	
6.	LIMIT OF LIABILITY \$5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE EXCESS OF ITEM 5.	

Countersigned by

AUTHORIZED REPRESENTATIVE

FM 101 0 303 (9-79) printed (3-80) FM 101.1.302(2-82)6/15/83 mb

MONS 158408

JUN 27 1983

EXCESS INSURANCE POLICY



[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

MONS 158409

EXCESS INSURANCE POLICY

United States Fire Insurance Company

A New York Corporation
Home Office: New York, N. Y.

Westchester Fire Insurance Company

A New York Corporation
Home Office: New York, N. Y.

International Insurance Company

An Illinois Corporation
Home Office: Chicago, Illinois

The North River Insurance Company

A New Jersey Corporation
Home Office: Township of Morris, N. J.



U.S. Insurance Group
a Crum and Forster organization

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company named in the Declarations (a capital stock company, herein called the company) agrees with the insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the insured for that amount of loss and loss expense which exceeds the amount of loss and loss expense payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the limit of liability stated in Declaration 6.

CONDITIONS

A. Application of Underlying Insurance. Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in item 5 of the declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within thirty (30) days of such exhaustion.

Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of underlying insurance stated in Declaration 5. The insured shall make a definite claim for loss, for which

the company may be liable within twelve (12) months after the insured has paid any amount of excess loss, as stated in Declaration 6; or after the insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the insured, the claimant, and the company. Any subsequent payments made by the insured on account of the same occurrence shall be payable by the company within thirty (30) days after additional claim is made by the insured, and after the insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the declarations and shall be computed by applying the rate set forth in the declarations to each unit of exposure generated by the insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Co-operation. The company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Loss Expense. Loss expense includes loss expenses and legal expenses incurred by the insured with the consent of the company in the investigation or defense of claims, including court costs and interest. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be a part of the limit of liability stated in Declaration 6.

MONS 158410

G. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

H. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for excess loss exceed the amount set forth in Declaration 6.

I. Subrogation. In the event of payment under this policy, the company will participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder, then to reimburse the company up to the amount paid hereunder, and lastly to reimburse such interests (including the insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

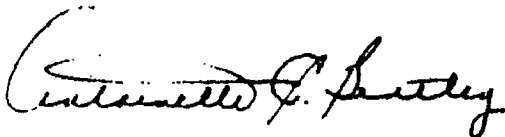
J. Cancellation. this policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium adjustment shall be made by the company either at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

K. Other Insurance. If other valid and collectible insurance is available to the insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the company.



Secretary



President

MONS 158411



ENDORSEMENT #2

Additional Premium N/A

Return Premium N/A

Effective on and after APRIL 1, 19 83 12:01 A.M. Standard Time

this endorsement forms part of policy No. 522-043637-4 Expiration Date APRIL 1, 1984

Issued to MONSANTO COMPANY

By INTERNATIONAL INSURANCE Company

**LOSS EXPENSE ENDORSEMENT
EXCESS POLICY**

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT
THE INSURING AGREEMENT IS AMENDED AS FOLLOWS:

"TO INDEMNIFY THE INSURED FOR THAT AMOUNT OF LOSS WHICH
EXCEEDS THE AMOUNT OF LOSS PAYABLE BY UNDERLYING POLICIES
DESCRIBED IN THE DECLARATIONS. THE COMPANY'S OBLIGATION
HEREUNDER SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED
IN DECLARATION 6."

IT IS FURTHER AGREED THAT CONDITION F IS AMENDED AS FOLLOWS:

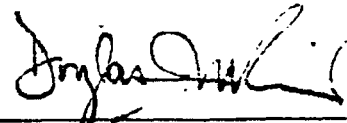
"F. LOSS EXPENSE. LOSS EXPENSE INCLUDES LOSS EXPENSES
AND LEGAL EXPENSES INCURRED BY THE INSURED WITH THE CONSENT
OF THE COMPANY IN THE INVESTIGATION OR DEFENSE OF CLAIMS,
INCLUDING COURT COSTS AND INTEREST. SALARIES AND EXPENSES
OF THE INSURED'S EMPLOYEES SHALL NOT BE CONSIDERED AS
PART OF THE ABOVE EXPENSES. THESE EXPENSES SHALL BE
BORNE BY BOTH THE COMPANY AND THE INSURED IN THE PROPORTION
THAT EACH PARTY'S SHARE OF LOSS BEARS TO THE TOTAL AMOUNT
OF SUCH LOSS. EXPENSES THUS PAID BY THE COMPANY SHALL
BE PAID IN ADDITION TO THE LIMIT OF LIABILITY STATED
IN DECLARATION 6."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ENDORSEMENT #2

All other terms and conditions of this policy remain unchanged.

5/15/84 bb



AUTHORIZED REPRESENTATIVE

FM 0.0 193 (8-87)

MONS 158412



ENDORSEMENT #1

Additional Premium N/A

Return Premium N/A

Effective on and after APRIL 1, 19 83, 12:01 A.M. Standard Time

this endorsement forms part of policy No. 522-043637-4 Expiration Date APRIL 1, 1984

Issued to MONSANTO COMPANY

By INTERNATIONAL INSURANCE Company

IT IS UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE IS
AMENDED TO 60 DAYS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPT AS OTHERWISE
SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO, IT IS
UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSURED
AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND
CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND
LIMITS OF LIABILITY) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE
UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN
BY VARIOUS COMPANIES

ENDORSEMENT #1

All other terms and conditions of this policy remain unchanged.

8/10/83 bb

AUTHORIZED REPRESENTATIVE

FM 0.0.193 (8-87)

MONS 158413

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) to injury, sickness, disease, death, destruction or loss

1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(b) to injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if

1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. the injury, sickness, disease, death, destruction or loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of or loss of property at such nuclear facility;

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,

2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste,

3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property;

All other terms and conditions of this policy remain unchanged.

Declarations

Excess Insurance
Policy

POLICY NUMBER

522 043638 3

DATE ISSUED JUNE 15, 1983		RENEWAL OR REPLACEMENT OF N/A	
Item	NAMED INSURED & ADDRESS		
1.	MONSANTO COMPANY 800 NORTH LINDBERGH BOULEVARD ST. LOUIS, MISSOURI 63166		
2.	POLICY PERIOD: POLICY COVERS FROM <u>APRIL 1, 1983</u> TO <u>APRIL 1, 1984</u> 12:01 a.m. Standard Time at the Named Insured's address stated above.		
3.	COVERAGE IS PROVIDED BY COMPANY CHECKED <input type="checkbox"/> UNITED STATES FIRE INSURANCE COMPANY <input type="checkbox"/> THE NORTH RIVER INSURANCE COMPANY <input type="checkbox"/> WESTCHESTER FIRE INSURANCE COMPANY <input checked="" type="checkbox"/> INTERNATIONAL INSURANCE COMPANY	<div style="border: 1px solid black; padding: 5px; text-align: center;"> THOMAS E. SEARS · INC. INSURANCE - REINSURANCE <small>JOHN HANCOCK TOWER 100 CLARENSON STREET BOSTON, MASS. 02116</small> </div>	
4.	PREMIUM IS PAYABLE \$ <u>7,500.</u> in advance adjustable at a rate of <u>N/A</u> per <u>N/A</u> annual exposure estimated at: <u>N/A</u> \$ <u>7,500.</u> annual minimum premium		
5.	UNDERLYING INSURANCE: \$245,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE UMBRELLA LIABILITY INSURANCE AS PER LONDON COVER NOTE #SD8019(C)/UQA0065 AND SCHEDULE ON FILE WITH THE COMPANY		
6.	LIMIT OF LIABILITY \$10,000,000. PART OF \$55,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE EXCESS OF ITEM 5.		

Countersigned by

AUTHORIZED REPRESENTATIVE

FM 101 0 303 (9-79) printed (3-80) FM101.1, 302(2-82)6/15/83 mb

MONS 158445

JUN 27 1983

EXCESS INSURANCE POLICY



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MONS 158446

EXCESS INSURANCE POLICY

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N. J.



U.S. Insurance Group
a Crum and Forster organization

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company named in the Declarations (a capital stock company, herein called the company) agrees with the insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the insured for that amount of loss and loss expense which exceeds the amount of loss and loss expense payable by underlying policies described in the Declarations, but the Company's obligation hereunder all not exceed the limit of liability stated in Declaration 6.

CONDITIONS

A. Application of Underlying Insurance. Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in item 5 of the declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within thirty (30) days of such exhaustion.

C. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of underlying insurance stated in Declaration 5. The insured shall make a definite claim for loss, for which

the company may be liable within twelve (12) months after the insured has paid any amount of excess loss, as stated in Declaration 6; or after the insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the insured, the claimant, and the company. Any subsequent payments made by the insured on account of the same occurrence shall be payable by the company within thirty (30) days after additional claim is made by the insured, and after the insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the declarations and shall be computed by applying the rate set forth in the declarations to each unit of exposure generated by the insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Co-operation. The company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Loss Expense. Loss expense includes loss expenses and legal expenses incurred by the insured with the consent of the company in the investigation or defense of claims, including court costs and interest. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be a part of the limit of liability stated in Declaration 6.

MONS 158447

G. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents.

Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

H. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for excess loss exceed the amount set forth in Declaration 6.

I. Subrogation. In the event of payment under this policy, the company will participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder, then to reimburse the company up to the amount paid hereunder, and lastly to reimburse such interests (including the insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

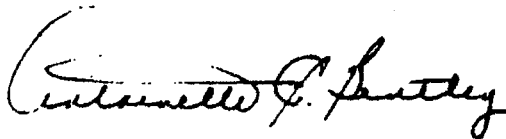
J. Cancellation. this policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium adjustment shall be made by the company either at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

K. Other Insurance. If other valid and collectible insurance is available to the insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the company.



Secretary



President

MONS 158448



ENDORSEMENT #2

9

Additional Premium N/A

Return Premium N/A

Effective on and after APRIL 1, 1983 12:01 A.M. Standard Time

this endorsement forms part of policy No. 522-043638-3 Expiration Date APRIL 1, 1984

Issued to MONSANTO COMPANY

By INTERNATIONAL INSURANCE Company

**LOSS EXPENSE ENDORSEMENT
EXCESS POLICY**

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT
THE INSURING AGREEMENT IS AMENDED AS FOLLOWS:

"TO INDEMNIFY THE INSURED FOR THAT AMOUNT OF LOSS WHICH
EXCEEDS THE AMOUNT OF LOSS PAYABLE BY UNDERLYING POLICIES
DESCRIBED IN THE DECLARATIONS. THE COMPANY'S OBLIGATION
HEREUNDER SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED
IN DECLARATION 6."

IT IS FURTHER AGREED THAT CONDITION F IS AMENDED AS FOLLOWS:

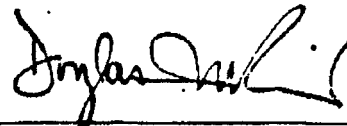
"F. LOSS EXPENSE. LOSS EXPENSE INCLUDES LOSS EXPENSES
AND LEGAL EXPENSES INCURRED BY THE INSURED WITH THE CONSENT
OF THE COMPANY IN THE INVESTIGATION OR DEFENSE OF CLAIMS,
INCLUDING COURT COSTS AND INTEREST. SALARIES AND EXPENSES
OF THE INSURED'S EMPLOYEES SHALL NOT BE CONSIDERED AS
PART OF THE ABOVE EXPENSES. THESE EXPENSES SHALL BE
BORNE BY BOTH THE COMPANY AND THE INSURED IN THE PROPORTION
THAT EACH PARTY'S SHARE OF LOSS BEARS TO THE TOTAL AMOUNT
OF SUCH LOSS. EXPENSES THUS PAID BY THE COMPANY SHALL
BE PAID IN ADDITION TO THE LIMIT OF LIABILITY STATED
IN DECLARATION 6."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ENDORSEMENT #2

All other terms and conditions of this policy remain unchanged.

5/15/84 bb



AUTHORIZED REPRESENTATIVE

FM. 0.0.183 (6-87)

MONS 158449



ENDORSEMENT #1

Additional Premium N/A

Return Premium N/A

Effective on and after APRIL 1, 19 83 12:01 A.M. Standard Time

this endorsement forms part of policy No. 522-043638-3

Expiration Date APRIL 1, 1984

Issued to MONSANTO COMPANY

By INTERNATIONAL INSURANCE Company

IT IS UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE IS
AMENDED TO 50 DAYS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPT AS OTHERWISE
SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO. IT IS
UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSUREDS
AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND
CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND
LIMITS OF LIABILITY) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE
UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN
BY VARIOUS COMPANIES

ENDORSEMENT #1

All other terms and conditions of this policy remain unchanged.

8/10/83 bb

AUTHORIZED REPRESENTATIVE

FM 0.0.193 (8-87)

MONS 158450

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

It is agreed that:

I. This policy does not apply:

(a) to injury, sickness, disease, death, destruction or loss

1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(b) to injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if

1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. the injury, sickness, disease, death, destruction or loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of or loss of property at such nuclear facility;

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means

1. any nuclear reactor,

2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste.

3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property;

All other terms and conditions of this policy remain unchanged.

EXCESS INSURANCE

Excess Insurance
Policy

POLICY NUMBER

522-046849-5

**DO NOT
PUNCH**

DATE ISSUED MAY 10, 1984		RENEWAL OR REPLACEMENT OF 522-043637-4	
1. NAMED INSURED & ADDRESS			
1. MONSANTO COMPANY 800 NORTH LINDBERGH BOULEVARD ST. LOUIS, MISSOURI 63166			
2. POLICY PERIOD: POLICY COVERS FROM <u>APRIL 1, 1984</u> TO <u>APRIL 1, 1985</u> <small>12:01 a.m. Standard Time at the Named Insured's address stated above</small>			
3. COVERAGE IS PROVIDED BY COMPANY CHECKED		REPRESENTATIVE:	
<input type="checkbox"/> UNITED STATES FIRE INSURANCE COMPANY <input type="checkbox"/> THE NORTH RIVER INSURANCE COMPANY <input type="checkbox"/> WESTCHESTER FIRE INSURANCE COMPANY <input checked="" type="checkbox"/> INTERNATIONAL INSURANCE COMPANY		Agent or Broker L.W. BIEGLER INC. (N.Y.) Office Address 110 WILLIAM STREET Town, State & Zip NEW YORK, NEW YORK 10038	
4. PREMIUM IS PAYABLE			
\$ <u>6,250.</u> in advance adjustable at a rate of <u>FLAT</u> per _____ annual exposure estimated at: _____ \$ <u>6,250.</u> annual minimum premium			
5. UNDERLYING INSURANCE:			
\$142,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE UMBRELLA LIABILITY INSURANCE AS PER LONDON COVER NOTE #P80019 (C)/UQA 0065 AND SCHEDULE ON FILE WITH THE COMPANY.			
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> THOMAS E. SEARS, INC. INSURANCE - REINSURANCE <small>JOHN HANCOCK TOWER 100 CLARENDON STREET BOSTON, MASS. 02116</small> </div>			
6. LIMIT OF LIABILITY			
\$5,000,000. PART OF \$107,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE EXCESS OF ITEM 5.			

ENDORSEMENT #1 ATTACHED

FM 101.2.302 (2-82) 5/10/84

MONS 159057

EXCESS INSURANCE POLICY

 **L.W. Biegler Inc.**

[REDACTED]

MONS 159058

EXCESS INSURANCE POLICY

United States Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

International Insurance Company
An Illinois Corporation
Home Office: Chicago, Illinois

Westchester Fire Insurance Company
A New York Corporation
Home Office: New York, N. Y.

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, N. J.



L.W. Biegler Inc.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of this policy, the Company named in the Declarations (a capital stock company, herein called the company) agrees with the insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the insured for that amount of loss and loss expense which exceeds the amount of loss and loss expense payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the limit of liability stated in Declaration 6.

CONDITIONS

A. Application of Underlying Insurance. Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply in like manner as the underlying insurance described in the Declarations.

B. Maintenance of Underlying Insurance. It is warranted by the insured that the underlying policies listed in item 5 of the declarations, or renewals or replacements thereof not more restricted, shall be maintained in force as valid and collectible during the currency of this policy, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences happening during this policy period. In the event of failure by the insured to so maintain such policies in force or to meet all conditions and warranties subsequent to loss under such policies, the insurance afforded by this policy shall apply in the same manner it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the company within thirty (30) days of such exhaustion.

C. Loss Payable. Liability of the company with respect to any one occurrence shall not attach unless and until the insured, or the insured's underlying insurer, has paid the amount of underlying insurance stated in Declaration 5. The insured shall make a definite claim for loss, for which

the company may be liable within twelve (12) months after the insured has paid any amount of excess loss, as stated in Declaration 6; or after the insured's liability shall have been made certain by final judgment after actual trial; or by written agreement of the insured, the claimant, and the company. Any subsequent payments made by the insured on account of the same occurrence shall be payable by the company within thirty (30) days after additional claim is made by the insured, and after the insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the declarations and shall be computed by applying the rate set forth in the declarations to each unit of exposure generated by the insured during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

E. Assistance and Co-operation. The company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the insured; but the company shall have the right and opportunity to associate with the insured in the defense and control of any claim or proceeding reasonably likely to involve the company. In such event the insured and the company shall cooperate fully.

F. Loss Expense. Loss expense includes loss expenses and legal expenses incurred by the insured with the consent of the company in the investigation or defense of claims, including court costs and interest. Salaries and expenses of the insured's employees shall not be considered as part of the above expenses. Expenses thus paid by the company shall be a part of the limit of liability stated in Declaration 6.

MONS 159059

G. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the company hereunder, written notice shall be given as soon as practicable to the company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the insured and the fullest information obtainable at the time.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun, the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

H. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment which exceeds the underlying insurance, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for excess loss exceed the amount set forth in Declaration 6.

I. Subrogation. In the event of payment under this policy, the company will participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder, then to reimburse the company up to the amount paid hereunder, and lastly to reimburse such interests (including the insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

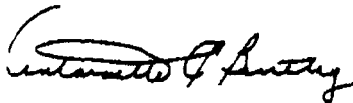
J. Cancellation. this policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents, or by mailing to the company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

Premium adjustment shall be made by the company either at the time cancellation is effected or as soon as practicable thereafter. The check of the company or its representative, mailed or delivered, shall be sufficient tender of any refund due the named insured.

If this policy insures more than one named insured, cancellation may be effected by the first of such named insureds for the account of all insureds; and notice of cancellation by the company to such first named insured shall be notice to all insureds. Payment of any unearned premium to such first named insured shall be for the account of all interests therein.

K. Other Insurance. If other valid and collectible insurance is available to the insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its vice chairman of the board and secretary but this policy shall not be valid unless completed by the attachment hereto of a Declarations page countersigned by a duly authorized representative of the company.



Antoinette C. Bentley
Secretary



Sidney F. Wentz
Vice Chairman of the Board

MONS 159060



ENDORSEMENT #1

Additional Premium N/A
Return Premium N/A
Effective on and after APRIL 1, 1984 12:01 A.M. Standard Time
this endorsement forms part of policy No. 522-046849-5 Expiration Date APRIL 1, 1985
Issued to MONSANTO COMPANY
By INTERNATIONAL INSURANCE Company

IT IS UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE IS AMENDED TO 60 DAYS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPT AS OTHERWISE SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSUREDS AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND LIMITS OF LIABILITY) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN BY VARIOUS COMPANIES

ENDORSEMENT #1
All other terms and conditions of this policy remain unchanged.

5/10/84 cf

AUTHORIZED REPRESENTATIVE

FM 00193 (8-87)

MONS 159061

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

is agreed that:

I. This policy does not apply:

- (a) to injury, sickness, disease, death, destruction or loss
- 1. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2. resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had its policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- (b) to injury, sickness, disease, death, destruction or loss resulting from the hazardous properties of nuclear material, if
- 1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- 2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- 3. the injury, sickness, disease, death, destruction or loss arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of or loss of property at such nuclear facility;

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof;

"nuclear facility" means

- 1. any nuclear reactor,
- 2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste.
- 3. any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- 4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of or loss of property, the word "injury" or "destruction" or "loss" includes all forms of radioactive contamination of property;

All other terms and conditions of this policy remain unchanged.

TRANSAMERICA PREMIER INSURANCE COMPANY
SAN FRANCISCO, CALIFORNIA

EXCESS UMBRELLA LIABILITY POLICY
POLICY NO. USE 1339-7756

DECLARATIONS

THOMAS E. SEARS · INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

ITEM 1. NAMED INSURED: MONSANTO CHEMICAL COMPANY

ADDRESS: 800 NORTH LINDBERGH BOULEVARD
ST. LOUIS, MISSOURI 63116

ITEM 2. POLICY PERIOD: FROM: APR. 01, 1984 TO APR. 01, 1985
12:01 AM STANDARD TIME AT THE ADDRESS STATED IN ITEM 1.

ITEM 3. UNDERLYING UMBRELLA INSURER AND POLICY EFFECTIVE DATE:
VARIOUS COMPANIES PER NAMES ON FILE WITH THE COMPANY
APR. 1, 1984 TO APR. 1, 1985

ITEM 4. UNDERLYING LIMITS OF LIABILITY:

- (a) \$140,000,000 EACH OCCURRENCE EXCESS OF PRIMARY INSURANCES
- (b) \$140,000,000 IN THE AGGREGATE FOR EACH ANNUAL PERIOD EXCESS
OF PRIMARY INSURANCES

ITEM 5. LIMITS OF LIABILITY:

- (a) \$4,000,000 EACH OCCURRENCE PART OF \$105,000,000 EACH OCCURRENCE
EXCESS OF UNDERLYING LIMITS OF LIABILITY, PER ITEM 4.
- (b) \$4,000,000 IN THE AGGREGATE FOR EACH ANNUAL PERIOD PART OF \$105,000,000
IN THE AGGREGATE FOR EXCESS OF UNDERLYING LIMITS OF LIABILITY, PER ITEM 4.

ITEM 6. PREMIUM: \$5,000

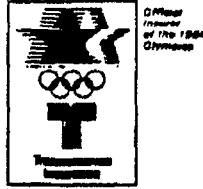
ITEM 7. ENDORSEMENTS WHICH FORM A PART OF THIS POLICY AT INCEPTION:

1 - SPECIAL-SPECIAL EXCLUSIONS ENDORSEMENT

COUNTERSIGNATURE DATE
L-16055

AUTHORIZED REPRESENTATIVE
9/83

MONS 159063



Transamerica Premier Insurance Company
A Stock Company / Home Office: San Francisco, California

Excess Umbrella Liability Policy

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof, and subject to all the terms of this policy, the Company agrees with the Insured named in Item 1 of the Declarations as follows:

INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Named Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability;

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies issued by the Underlying Umbrella Insurers.

2. LIMITS OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to The Company only after the Underlying Umbrella Insurers have paid

or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as stated in Item 4 (a) of the Declarations, Ultimate Net Loss in respect of each occurrence subject to the amount stated in Item 4 (b) of the Declarations in the aggregate for each annual period during the currency of this policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

And the company shall then be liable to pay only the excess thereof up to a further amount as stated in Item 5 (a) of the Declarations, Ultimate Net Loss in all in respect of each occurrence, subject to the amount stated in Item 5 (b) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

DEFINITIONS

1. NAMED INSURED:

The words Named Insured includes The Named Insured stated in The Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

2. INSURED:

The word Insured includes The Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of The Named Insured, while acting in his capacity as such.

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Declaration Items 5a and 5b shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies as stated in Declaration Items 3 prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

MONS 159064

CONDITIONS (Con't.)**3. NOTICE OF OCCURRENCE -**

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured be held liable, is likely to involve this Policy, notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which, at a later date would appear to give rise to claims hereunder shall not prejudice such claims.

4. OTHER INSURANCE -

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

5. PREMIUM

Unless otherwise provided, the premium for this policy is a flat premium and is not subject to adjustment except as provided herein or amended by endorsement.

6. CANCELLATION

This policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written

notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Insured has failed to pay a premium when due, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy shall not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.**III. Under any Liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous proper-**

ties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

MONS 159065

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

WAR RISK EXCLUSION

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequences of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion,

revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.


President


Secretary

MONS 159066

TRANSAMERICA INSURANCE GROUP

EXCESS UMBRELLA LIABILITY POLICY
POLICY NUMBER: USE 1339-7756


ENDORSEMENT
SPECIAL FOLLOWING FORM RIDER
ENDORSEMENT NUMBER 3

NAMED INSURED: MONSANTO CHEMICAL COMPANY

ENDORSEMENT EFFECTIVE
DATE: APR. 01, 1984

EXCEPT AS OTHERWISE SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND LIMITS OF LIABILITY) AS ARE CONTAINED IN THE UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN BY UNDERWRITERS AT LLOYD'S OF LONDON AND VARIOUS COMPANIES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.


DATE ISSUED
SPECIAL


AUTHORIZED REPRESENTATIVE

MONS 159067

TRANSAMERICA INSURANCE GROUP

EXCESS UMBRELLA LIABILITY POLICY
POLICY NUMBER: USE 1339-7756

ENDORSEMENT
DECLARATIONS AMENDMENT
ENDORSEMENT NUMBER 2

NAMED INSURED: MONSANTO CHEMICAL COMPANY

ENDORSEMENT EFFECTIVE
DATE: APR. 01, 1984

IT IS AGREED THAT ITEM 4 IS AMENDED TO READ:

ITEM 4. UNDERLYING LIMITS OF LIABILITY:


- (a) \$142,500,000 EACH OCCURRENCE EXCESS OF PRIMARY INSURANCES
- (b) \$142,500,000 IN THE AGGREGATE FOR EACH ANNUAL PERIOD EXCESS OF PRIMARY INSURANCES

IT IS FURTHER AGREED THAT ITEM 5 IS AMENDED TO READ:

ITEM 5. LIMIT OF LIABILITY

- (a) \$4,000,000 EACH OCCURRENCE PART OF \$107,500,000 EACH OCCURRENCE EXCESS OF UNDERLYING LIMITS OF LIABILITY, PER ITEM 4.
- (b) \$4,000,000 IN THE AGGREGATE FOR EACH ANNUAL PERIOD PART OF \$107,500,000 IN THE AGGREGATE FOR EACH ANNUAL PERIOD EXCESS OF UNDERLYING LIMITS OF LIABILITY, PER ITEM 4.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.


DATE ISSUED
SPECIAL


AUTHORIZED REPRESENTATIVE

MONS 159068

TRANSAMERICA INSURANCE GROUP

EXCESS UMBRELLA LIABILITY POLICY
POLICY NUMBER: USE 1339-7756

ENDORSEMENT
SPECIAL EXCLUSIONS
ENDORSEMENT NUMBER 1

NAMED INSURED: MONSANTO CHEMICAL COMPANY

ENDORSEMENT EFFECTIVE
DATE: APR. 01, 1984

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS POLICY OR IN ANY POLICY TO WHICH THIS POLICY APPLIES AS EXCESS INSURANCE, IT IS AGREED THAT THIS POLICY SHALL NOT APPLY:

1. TO ANY LIABILITY ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO, FROM OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS BOTH SUDDEN AND ACCIDENTAL.
2. TO ANY LOSS SUSTAINED BY ANY INSURED HEREUNDER BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES, ALL AS MORE FULLY DESCRIBED WITHIN ENDORSEMENT NO. 15 OF UNDERLYING POLICY NO. SD8019(C)/UQA0065 OR RENEWAL OR REPLACEMENT THEREOF.
3. TO ANY LIABILITY ARISING OUT OF ANY MARINE HAZARD OTHER THAN IS INSURED BY UNDERLYING PROTECTION AND INDEMNITY INSURANCE AND FOR NO BROADER COVERAGE THAN IS AFFORDED BY SAID UNDERLYING INSURANCE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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